

AMENDED PLAN OF OPERATION

Licensee:

The Joinery Studios, LLC dba The Joinery

Premises:

2533-2537 W. Homer St.

Licenses:

Public Place of Amusement

Consumption on Premises

Outdoor Patio

Pursuant to Sections 4-4-313, 4-60-040 (h) and 4-156-311 (d)3(A), of the City of Chicago Municipal Code, the City of Chicago Department of Business Affairs and Consumer Protection ("BACP") and the abovenamed Licensee have agreed to the following license conditions concerning the operation of the business as a result of the community nuisance meetings beginning November 19, 2020:

- 1. <u>Effective Date.</u> This Amended Plan of Operation is effective upon signature by both parties, as reflected on page 4 of this document.
- 2. Operation of Business. Licensee will keep, use, maintain, advertise and hold itself out to the public as an event space to host parties and gatherings, lectures, seminars, exhibitions and other similar artistic presentations and/or cultural events. Licensee will execute written contracts with all persons wishing to host any function at the Premises.

Licensee will not operate its business as a nightclub. Licensee, however, may enlist the services of PR firms, ad agencies, event planners, etc. for advertising and marketing purposes.

Nothing in this Amended Plan of Operation prohibits Licensee from making the Premises available for family-themes events (e.g., movie nights), not-for-profit functions (e.g., Boy/Girl Scouts), and/or gatherings of particular interest to neighborhood residents (e.g., community meetings).

A venue manager will be on-premise for all events start to finish. The primary duties of the manager will be to ensure compliance with contract requirements, attend to the needs of the quests, and enforce all provisions set forth in this Amended Plan of Operation.

Licensed security personnel shall be employed to assist the manager as necessary. Security personnel shall wear a distinctive uniform which clearly identifies them as security. They shall perform exterior sweeps of the licensed premises every 15 minutes during events to prevent guests from making excessive noise, loitering in front of neighboring residences, and/or blocking the public way.

3. Event Attendance. A maximum of 160 guests will be allowed for a sit-down dinner and the number of guests for a stand-up event will be limited by the City of Chicago Occupancy Placard maximum.



- 4. <u>Video Surveillance System.</u> Licensee shall maintain a video surveillance system that captures guests entering and exiting the Licensed premises. Licensee shall maintain copies of video recorded by video surveillance for 15 days. Copies of the video surveillance shall be made available to law enforcement upon request.
- 5. <u>Food and Beverage Service</u>. All catered food served at functions held at the Premises will be provided by professional catering companies and/or restaurant operations that are duly licensed by the City of Chicago.
- 6. Hours of Operation. Events may be hosted at the premises between the hours of 10:00 a.m. and 12:00 a.m. on Sundays through Thursdays and between the hours of 10:00 a.m. and 1:00 a.m. on Fridays and Saturdays. On New Year's Eve, an event may be hosted between the hours of 10:00 a.m. and 2:00 a.m.

The outdoor patio space at 2537 W. Homer shall be used as an accessory and extension space for any event to be hosted inside the existing building at 2553 W. Homer. Licensee will close its outdoor patio space by 9:00 p.m. on Sundays through Thursdays and 10:00 p.m. on Fridays and Saturdays.

- 7. Participation in CAPS meetings and City of Chicago Community Policing Business Public Safety Initiative. Licensee agrees to attempt to regularly attend CAPS beat meetings, other similar CPD sponsored meetings, and meetings with the local Alderman or Police Commander. Licensee shall meet with Community resident groups or residents when notified there are concerns regarding the operation of the business. Licensee further agrees to cooperate with the police department and BACP investigators in any and all incident investigations.
- 8. Exterior Lights. Licensee will not install any flashing, strobe, or similar lights in its outdoor space.
- 9. Community Complaint Contact Number and Complaint Log. Licensee shall maintain a cell phone number which may be used for community complaints. Licensee shall respond to calls and text messages within 24 hours and during Licensee's business hours. A log shall be kept of all community complaints received, listing the date, time, caller, reason for call, and action taken to remediate the complaint. This complaint log shall be tendered to law enforcement upon request.
- 10. <u>Signage and Exterior Lights.</u> Exterior business signage will be limited to existing signage. No flashing or internally lit signage will be displayed on premises. Licensee will display signage visible from the inside of the premises reminding persons exiting the Premises to leave the area quietly and respectfully. Except for safety lighting, lights on the patio will be turned off when outdoor space closes.
- 11. <u>Noise Control.</u> Licensee will monitor noise levels and will ensure that sound does not exceed limits permitted under the City of Chicago Noise and Vibration Control Ordinance. Licensee shall close all windows by 10pm.



- 12. <u>Live / Amplified Entertainment.</u> Licensee will not permit any live band entertainment or speakers in its outdoor space. Licensee will limit musical entertainment within the premises to DJ's and bands with 5 members or less.
- 13. Parking. Licensee will work with local property and business owners to provide reserved off-street parking spaces to accommodate perking needs of various event attendees, as necessary. Parking arrangements and lot locations may vary depending on time, local property developments, feasibility and event-type.
- 14. <u>Refuse Removal.</u> Licensee will conduct routine inspections of the public right of way in front of and immediately adjacent to the premises for litter, and will remove and properly dispose of such litter. Licensee agrees to have all trash generated by the business picked up on a regular basis and to strictly adhere to all City of Chicago ordinances concerning litter and garbage.
- 15. <u>Smoking.</u> No smoking is allowed inside the Premises. When smoking occurs on the public right-of-way, event attendees will be encouraged to congregate near the cigarette butt receptacle mounted to the building away from adjacent properties.
- 16. <u>Traffic Control.</u> Licensee will ensure that all equipment, gear and supplies used in connection with any function held at the Premises are loaded and unloaded in the loading zone, alley, or at the loading dock and associated permitted driveway of the Premises located at 2535 W. Homer. Licensee shall maintain a queueing plan for all events and require clients to stagger vendors to avoid blocking any public way. Said plan shall be tendered to law enforcement upon request. Licensee will ensure that all such loading and unloading is performed in a timely and professional manner. The venue manager will monitor to ensure cars are not parked in the driveway for an extended basis. To help reduce driving by guests, Licensee will encourage the use of ride-share services and public transportation.



The conditions of this Amended Plan of Operation are legally binding and may be enforced by the City of Chicago enforcement authorities. Violation of the above-stated conditions may result in the imposition of a fine and/or suspension or revocation of all licenses issued to the Licensee. Violation of the above-stated conditions may also result in the issuance of Cease-and-Desist Orders prohibiting the activity giving rise to the violations.

This Amended Plan of Operation shall apply to the Premises and Licensee and to all officers, managers, partners, and direct or indirect owners of Licensee. The sale of the business to other persons purchasing stock or membership of units of Licensee does not void this Amended Plan of Operation. All potential new owners of the licensed entity shall be made aware of and subject to the same conditions set forth in this Amended Plan of Operation.

It shall be the duty of the Licensee and every person conducting, engaging in, maintaining, operating, carrying on or managing the Premises to post this Amended Plan of Operation next to the Licensee in a conspicuous place in the Premises.

08 / 31 / 2021

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Licensee:
Premises:

The Joinery Studios, LLC dba the Joinery 2533-2537 W. Homer St., Chicago, IL 60647

Ву:

David Sanderson, Managing Member The Joinery Studios, LLC dba the Joinery

and

Shannon Trotter, Local Liquor Commissioner

City of Chicago, Department of Business Affairs and Consumer Protection